



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
DEP13005

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
CHUCK BOWMAN
304-558-2157

***604150016 304-372-4378**
EAGLE EXCAVATING INC
PO BOX 218
KENNA WV 25248

ENVIRONMENTAL PROTECTION
DEPT. OF
OFFICE OF SPECIAL RECLAMATION
601 57TH STREET SE
CHARLESTON, WV
25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/07/2008				

BID OPENING DATE: **10/01/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		\$ 1,366,943 ⁰⁰
<p>RECLAMATION: RESTORATION OF LAND</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF SPECIAL RECLAMATION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS TO PROVIDE ALL LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATION OF BENHAM GROUP NOW UNDER REVOKED PERMIT NUMBER(S) 120-79, ON A SITE OF APPROXIMATELY TEN (10) ACRES IN BOONE CO. NEAR NELLIS, WV.</p> <p>A MANDATORY ON-SITE PRE-BID MEETING IS SCHEDULED FOR 08/28/08 AT 10:00AM. FAILURE TO ATTEND THIS MANDATORY MEETING WILL RESULT IN THE DISQUALIFICATION OF ANY BID SUBMITTED BY A VENDOR NOT IN ATTENDANCE.</p> <p>DIRECTIONS TO SITE & PRE-BID MEETING: FROM CHARLESTON, TAKE I-77/64 EAST TO MARMET EXIT, GO RIGHT ONTO RT. 94E. TRAVEL SEVEN (7) MILES TO THE TOP OF THE HILL, TURN RIGHT ONTO RT. 75. TRAVEL 7.3 MILES (YOU WILL TRAVEL UNDER A RAILROAD OVERPASS, TURN LEFT, CROSS THE RIVER, AND BEAR LEFT.) THE MOUTH OF THE ACCESS ROAD WILL BE ON THE LEFT.</p> <p>THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION.</p> <p>THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, EQUIPMENT AND OTHER NECESSARY SERVICES SO AS TO</p>						

RECEIVED
2008 OCT -8 P 1:10
PURCHASING DIVISION
STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Meike S. Freshour* TELEPHONE: *372-4378* DATE: *10-1-08*

TITLE: *PRESIDENT* FEIN: *55-0762758* ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications:
Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130,
Charleston, WV 25305-0130



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
DEP13005

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
CHUCK BOWMAN
304-558-2157

VENDOR

*604150016 304-372-4378
EAGLE EXCAVATING INC
PO BOX 218

KENNA WV 25248

SHIP TO

ENVIRONMENTAL PROTECTION
DEPT. OF
OFFICE OF SPECIAL RECLAMATION
601 57TH STREET SE
CHARLESTON, WV
25304 **304-926-0499**

DATE PRINTED 08/07/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **10/01/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ACCOMPLISH THE ITEMS AS SPECIFIED IN THIS CONTRACT.</p> <p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED BY THE DEPARTMENT OF ADMINISTRATION, PURCHASING DIVISION.</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HEREIN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR BOONE COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ.</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Meile S. Freshour</i>	TELEPHONE 372-4378	DATE 10-1-08
TITLE PRESIDENT	FEIN 55-0762758	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
DEP13005

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF
CHUCK BOWMAN
304-558-2157

VENDOR ROUTE

*604150016 304-372-4378
EAGLE EXCAVATING INC
PO BOX 218

KENNA WV 25248

SHIP TO

ENVIRONMENTAL PROTECTION
DEPT. OF
OFFICE OF SPECIAL RECLAMATION
601 57TH STREET SE
CHARLESTON, WV
25304 **304-926-0499**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/07/2008				

BID OPENING DATE: **10/01/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR/MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>CONTRACTORS LICENSE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Moite S Freshour</i>	TELEPHONE 372-4378	DATE 10-1-08
TITLE PRESIDENT	FEIN 55-0762758	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
DEP13005

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF
CHUCK BOWMAN
304-558-2157

***604150016** **304-372-4378**
EAGLE EXCAVATING INC
PO BOX 218

KENNA WV 25248

ENVIRONMENTAL PROTECTION
DEPT. OF
OFFICE OF SPECIAL RECLAMATION
601 57TH STREET SE
CHARLESTON, WV
25304 **304-926-0499**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
08/07/2008				

BID OPENING DATE: **10/01/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY B MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME - <i>EAGLE EXCAVATION INC.</i></p> <p>CONTRACTORS LICENSE NO. - <i>WVD32594</i>.....</p> <p>THE SUCCESSFUL BIDDER WILL REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>Maite S Freshour</i>	TELEPHONE	<i>372-4378</i>	DATE	<i>10-1-08</i>
TITLE	<i>PRESIDENT</i>	FEIN	<i>55-0762758</i>	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
DEP13005

PAGE
5

ADDRESS CORRESPONDENCE TO ATTENTION OF
CHUCK BOWMAN
304-558-2157

***604150016** **304-372-4378**
EAGLE EXCAVATING INC
PO BOX 218

KENNA WV 25248

ENVIRONMENTAL PROTECTION
DEPT. OF
OFFICE OF SPECIAL RECLAMATION
601 57TH STREET SE
CHARLESTON, WV
25304 **304-926-0499**

DATE PRINTED 08/07/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **10/01/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS %20 OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE %30 OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Meile S. Freshour</i>	TELEPHONE 372-4378	DATE 10-1-08
TITLE PRESIDENT	FEIN 55-0762758	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
DEP13005

PAGE
6

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CHUCK BOWMAN
304-558-2157

***604150016** **304-372-4378**
EAGLE EXCAVATING INC
PO BOX 218

KENNA WV 25248

ENVIRONMENTAL PROTECTION
DEPT. OF
OFFICE OF SPECIAL RECLAMATION
601 57TH STREET SE
CHARLESTON, WV
25304 **304-926-0499**

DATE PRINTED 08/07/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **10/01/2008** **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID FOR DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Maika D Freshour</i>	TELEPHONE 372-4378	DATE 10-1-08
TITLE PRESIDENT	FEIN 55-0762758	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
DEP13005

PAGE
7

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CHUCK BOWMAN
304-558-2157

***604150016** **304-372-4378**
EAGLE EXCAVATING INC
PO BOX 218

KENNA WV 25248

ENVIRONMENTAL PROTECTION
DEPT. OF
OFFICE OF SPECIAL RECLAMATION
601 57TH STREET SE
CHARLESTON, WV
25304 **304-926-0499**

DATE PRINTED 08/07/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 10/01/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION AND THE STATE AUDITOR'S OFFICE. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p style="text-align: center;">REQUISITION NO.: DEP13005</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 ✓</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Meike S. Freshour</i>	TELEPHONE <i>372-4378</i>	DATE <i>10-1-08</i>
TITLE <i>PRESIDENT</i>	FEIN <i>55-0762758</i>	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
DEP13005

PAGE
8

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CHUCK BOWMAN
304-558-2157

VENDOR

*604150016 304-372-4378
EAGLE EXCAVATING INC
PO BOX 218

KENNA WV 25248

SHIP TO

ENVIRONMENTAL PROTECTION
DEPT. OF
OFFICE OF SPECIAL RECLAMATION
601 57TH STREET SE
CHARLESTON, WV
25304 **304-926-0499**

DATE PRINTED 08/07/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **10/01/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;"><i>M. Mike S. Freshour</i> SIGNATURE</p> <p style="text-align: center;"><i>EAGLE EXCAVATION INC</i> COMPANY</p> <p style="text-align: center;">..... <i>10-1-08</i> DATE</p> <p>REV. 11/96</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>M. Mike S. Freshour</i>	TELEPHONE 372-4378	DATE 10-1-08
TITLE PRESIDENT	FEIN 55-0762758	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
ENDOR:

BUYER CB-23	PAGE 010	REQ. OR PO NO DEP. 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

**DIRECTIONS
BENHAM GROUP
120-79**

From Charleston, take I77/64 East to Marmet exit, go right on Rt. 94E. Go seven (7) miles to the top of the hill, turn right onto Rt. 75. Travel 7.3 miles (you will go under a railroad overpass, turn left and cross the river and bear left). The mouth of the access road will be on the left.

OFFICE OF SPECIAL RECLAMATION

DIRECTIONS

SCALE:

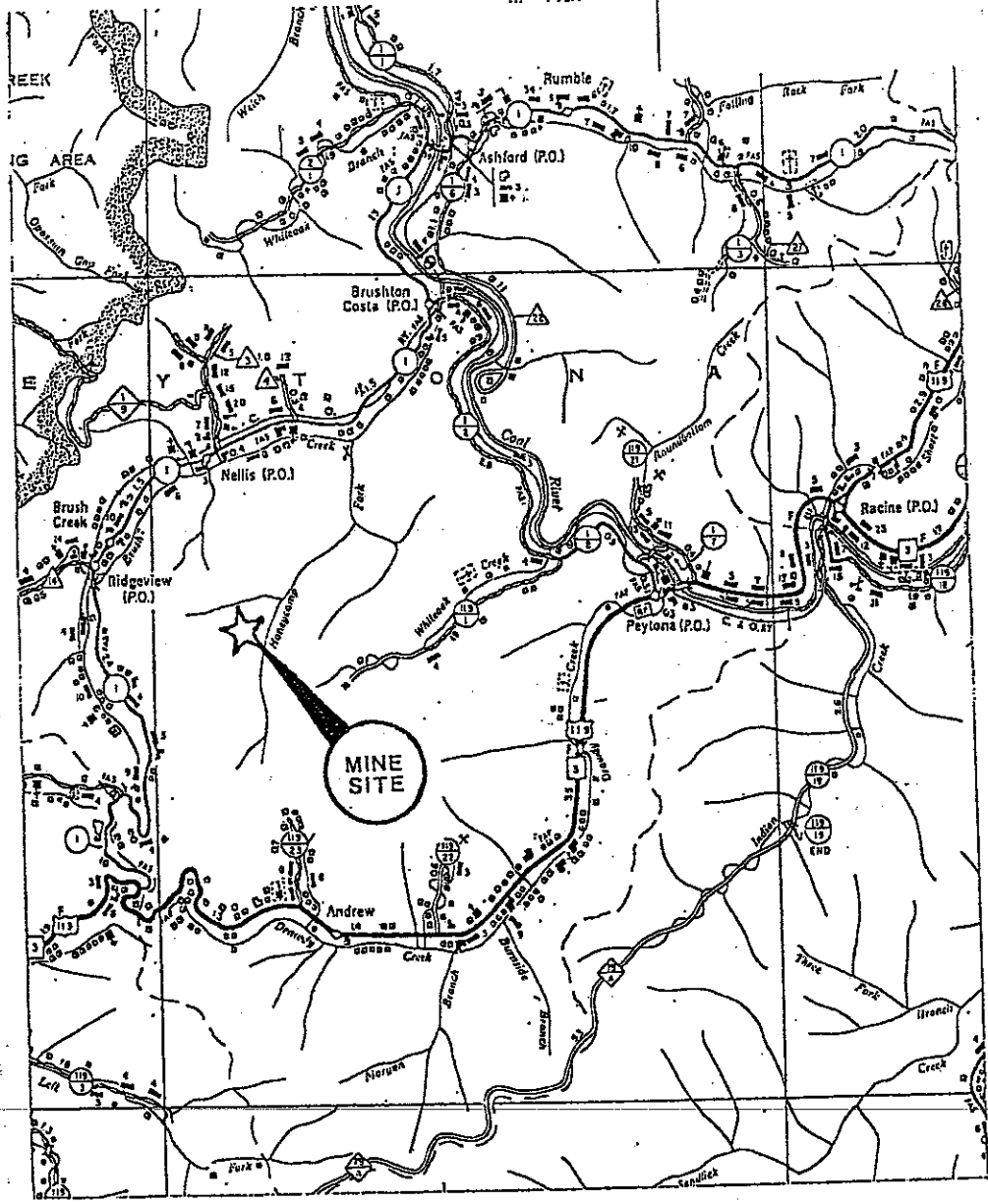
DRAWN BY:

DATE:

PROJECT NO:

V-36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	PAGE 011	REQ. OR PO NO DEP. 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		



BENHAM GROUP 120-79

OFFICE OF SPECIAL RECLAMATION	
LOCATION MAP	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 DEP13005

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 CHUCK BOWMAN
 304-558-2157

VENDOR

*604150016 304-372-4378
 EAGLE EXCAVATING INC
 PO BOX 218
 KENNA WV 25248

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/22/2008				

BID OPENING DATE: 10/08/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
<p>***** ADDENDUM NO. 1 *****</p> <p>ADDENDUM ISSUED FOR THE BENHAM PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEET FROM THE 08/28/08 MANDATORY PRE-BID MEETING, THE Q/A, THE REVISED SPECIFICATIONS, AND BID SCHEDULES RESULTING FROM THAT MEETING.</p> <p>BID DATE & OPENING HAVE BEEN EXTENDED FROM 10/01/08 TO 10/08/08 AT 1:30 PM</p> <p>PLEASE NOTE- IN ACCORDANCE WITH WV CODE 21-1D-5, BIDS FOR CONSTRUCTION CONTRACTS MUST CONTAIN A SIGNED PURCHASING AFFIDAVIT WITH THE BID. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.</p> <p>***** NO OTHER CHANGES *****</p> <p>RECLAMATION: RESTORATION OF LAND</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Maite S Freshour</i>	TELEPHONE 372-4378	DATE 10-8-08
TITLE PRESIDENT	FEIN 55-0762758	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** ~~Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.~~
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

Pre-Bid Conference
SIGN IN SHEET
(Please print legibly)

Request for Proposal No: 13005

Date: 8/28/08

Representative & Firm Name	Mailing Address	Telephone & Fax Number Email Address
EX: <u>Chuck Bowman</u> Chuck Bowman WV State Purchasing Division	<u>PO Box 50130</u> 2019 Washington Street, East Charleston, WV 25305	T: <u>304-558-2157</u> F: <u>304-558-4115</u> Email: <u>cbowman@wvadmin.gov</u>
<u>1. David H. Bowman</u> DAVID H. BOWMAN GREEN MOUNTAIN	<u>511 50th STREET</u> CHARLESTON WV 25305	T: <u>304 925 0253</u> F: <u>9043</u> Email: <u>JODY.MAYE@OLCOM</u>
<u>2. Randy L Gupta</u> Randy Gupta Carpenter Carpenter Reclamation	<u>PO Box 13015</u> Sissonville, WV 25365	T: <u>304-964-1115</u> F: <u>984-2770</u> Email: <u>R.gupta@wvcoal.com</u>
<u>3. Robert Barnes</u> Robert Barnes Barnes EXC. INC	<u>P.O. Box 13384</u> Sissonville WV 25362	T: <u>304-984-1725</u> F: <u>304-984-0074</u> Email: <u>BarnesEXC@AOL.com</u>
<u>4. GEORGE FRESHMAN</u> George Freshman EAGLE EXCAVATION INC	<u>P.O. BOX 218</u> KENNA WV 25240	T: <u>(304) 372-4378</u> F: <u>(304) 372-4378</u> Email: <u>www</u>
<u>5. ANN WARDMILL</u> ANN WARDMILL EASTERN ARROW	<u>PO BOX 4108</u> CHARLESTON WV 25304	T: <u>304-414-0255</u> F: <u>304-414-0256</u> Email: <u>easternarrow@hotmail.com</u>
<u>6. Doug Vincent</u> Doug Vincent Breakaway Inc	<u>1075 old Turnpike Rd</u> Sutton, WV 26601	T: <u>765-5317</u> F: <u>765-5357</u> Email:
<u>7. Spencer Woodell</u> Spencer Woodell COWGIRL UP INC	<u>PO BOX 243</u> Simpson, WV 26043	T: <u>304 739 4397</u> F: <u>304 739 4397</u> Email:
<u>8. Mike Jenkins</u> Mike Jenkins AQUAFIX SYS	<u>301 MAPLE Lane</u> Kingwood WV 26537	T: <u>304-329-1056</u> F: <u>304-329-1217</u> Email: <u>mjj@aquafix.com</u>
<u>9.</u>		T: F: Email:

Please PRINT legibly. All information is essential to contact attendees in a timely manner.
If possible, please provide a company business card.

BENHAM GROUP 120-89
ADDENDUM #1**CHANGES TO SCOPE OF WORK AND TYPICALS**

- 1) On page 13, Item #7, the V-ditch should read ...“number six (#6)”... instead of... “number three (#3)”. Change ...“conveying water to beaver dam”... to read “conveying water to beaver pond”.
- 2) On page 13, Items #8, change all references to “limestone” to read “sandstone.”
- 3) On pages 13 and 14, Item #9, change all references to “limestone” to read “sandstone.”
- 4) On page 14, Item #10, change all references to “limestone” to read “sandstone.”
- 5) On page 14, Item #11, add that each under drain shall be twenty five (25') feet in length and change the reference to “three inch (3”) to four inch (4”) clean sandstone” to read “three (3”) to five inch (5”) clean sandstone.”
- 6) On page 14, Item #12, change ...“Install two (2) twelve inch (12”) schedule forty (40) PVC risers” ...to read ...“Install one (1) twelve inch (12”) HDPE DR 17 riser and one (1) twelve inch (12”) HDPE DR 17 drain line”..
- 7) Page 78, “RAW WATER POND TYPICAL” , and page 79, “RAW WATER POND STAND PIPE ANCHOR PAD TYPICAL”, have been changed to show only two (2) risers and one (1) drain line. Also, on the RAW WATER POND TYPICAL, change “SPLAHPAD” to read “SPLASHPAD”. On the RAW WATER POND STAND PIPE ANCHOR PAD TYPICAL, change.... “ONE 12” AND ONE 4” SCHEDULE 40 PVC RISERS” HDPE DR17 RISER ...to read ...ONE 12” HDPE DR 17 RISER AND ONE 4” PVC RISER”. Note that the typical also shows the dike wall continuing past the anchor pad and the rebar in the anchor pad is shown to run horizontal as well as vertical. (New typicals have been attached.)
- 8) On page 15, Item #19 refers to ...“entrenched one foot (1') thick layer of”. This item should state that the “complete system of pipes, stone, sand, and fabric will be installed in one trench on the bottom of the drying cell. The typical, SLUDGE CELL#1 X-SECTION, on page 53, has been changed to show this installation. (A new typical is attached.)
- 9) On page 15, Item #20, change reference ...“SCR 35 perforated underdrain”...to read ...“HDPE DR 17 perforated underdrain. The DRYING CELL TYPICAL, on page 54, has been changed to show the installment. (A new typical is attached.)
- 10) On page 16, Item #22, at the end of ...“one hundred linear feet (100') of limestone V-ditch number two (#2)”, add ...“use limestone of three inch (3”)”.

- 11) On page 16, Item #24, change the payment reference to read "Payment for construction of the access road, crossing, and V-ditch will be inclusive to the cost of access road number four (#4)."
- 12) A new sheet is attached referring to the V-DITCH chart on page 45. The DEPTH "D" of ditches #3, #4, #5, and #6 should be 1' instead of 2'. On the chart, in the note at the bottom, it states that "Ditches #1 and #2 will be standard limestone rip-rap." Delete "#2" from this line and add new line "Ditch #2 will be limestone of 3" to 5" in diameter." (A new typical is attached.)
- 13) On page 16, Item #25, add "Standard limestone rip-rap will be utilized as liner for V-ditch #1."
- 14) On page 16, Item #26, in the payment reference, to read "Payment for the access road and V-ditch will be paid under V-DITCH#3/ACCESS ROAD #2."
- 15) On page 16, Item #27, change... "limestone rip-rap channel number four (#4)"... to read ... "limestone rip-rap channel number one (#1)". Also, payment reference to read "Payment for the access road and V-ditch will be paid under V-DITCH #4/ACCESS ROAD #3."
- 16) On page 16, Item #28, change... "five hundred linear feet (500') of channel number one (#1)"... to read... "five hundred linear feet (500') of limestone rip-rap channel number one (#1)". Also, change... "inclusive to channel number four (#4)" ...to read... "inclusive to cost of channel number one (#1)".
- 17) On page 17, Item #29, change... "and continuing to the headwaters of beaver dam number two"... to ... "and continuing to the low water crossing on the entrance road."
- 18) On page 17, Item #33, change... "three hundred fifty linear feet (350') of drying cell road"... to read ... "three hundred fifty linear feet (350') of sludge drying cell road".
- 19) On the scope of work, add: "Install approximately two thousand linear feet (2000') of fencing and four (4) gates at designated areas as shown on site plan and/or at the direction of the DEP representative on site. Also, on Bid Schedule, Page 20, Item #18.1, FENCING will be paid per linear foot. Item 18.2 GATES will be paid per each. (A new REVISED BID SCHEDULE is attached.)
- 20) On page 20, change the second "item 17.3" to "item 17.4".
- 21) On page 48, Channel #4a should be lined with "grouted limestone" rather than "grouted sandstone". (A new typical is attached.)
- 22) On page 16, Item #21, remove the lines "Sump will be equipped with a HDPE "Poly-Flex liner with a sixty (60) mil thickness, or equivalent, which shall be fused on site and not leak. The liner shall cover the entire inside of the sump and be anchored in at the top." Also, there will be no reference to cost of the liner on this item. The typical, SUMP/CULVERT/ALKALINITY CELL on page 55, and the SUMP AND 24"

CULVERT typical on page 56, have also been changed to show that the sump will not be lined. (A new typical is attached.)

- 23) On page 43, the VALLEY FILL FACE REPAIR typical has been changed to show the grass lined V-ditch #6 to be along the edge of the fill. Also changed is the GROUTED RIP-RAP CHANNEL #4A. This ditch will continue to the low water crossing and not into the beaver pond. (A new typical is attached.)
- 24) On page 49, FINGER DRAIN TYPICAL, changes were made to show length of finger drains to be twenty-five feet (25') long. (A new typical is attached.)
- 25) On page 55, SUMP/CULVERT/ALKALINITY CELL #3 typical was changed to show top width and height of limestone check dam #2 (AA at the top). (A new typical is attached.)
- 26) On page 56, SUMP AND 24" CULVERT, the note in the middle referring to the sump being lined was deleted. (A new typical is attached.)
- 27) On page 59, SLUDGE PUMP LINE ATTACHMENT, the 6" HDPE DR11 PIPE changed to read 6" HDPE DR17 PIPE. (A new typical is attached.)

QUESTIONS AND ANSWERS

Q) Are the changes mentioned in the meeting going to be addressed in the addendum?

A) Yes

Q) What are the lengths of the drains? (finger drain pipes)

A) Average 25', but will be adjusted to adequately pick up all seeps.

Q) Are we doing drains as needed?

A) Pretty much.

Q) Are we putting liners under spillways or just in the ponds?

A) Liners will be put in spillways.

Q) Are liners going to be 60mil or 40 mil?

A) Liners will be 60 mil, as in specs.

Q) If the beavers leave, is it our fault?

A) No, they will come and go. You won't be responsible.

Q) Are the dimensions (60' and 90') the bottoms of the (alkalinity) cells?

A) Yes

Q) Does the culvert at the sump get a headwall?

A) No

Q) Is V-ditch #2 going to be grouted?

A) No

Q) Is V-ditch #2 breaking in both (two) directions?

A) The flow breaks at the headwall, with pipes direction flow to the ponds.

Q) Is the constructions survey for our use?

A) It is basically just for stakeout. We need to know it is done right.

Q) When we're done with slip #1, does it go back to original (contour)?

A) It will be 2'V/1'H

Q) Does the material from slip go back in after rock-toe buttress is installed?

A) Yes.

Q) Is slip #2 pay item lump sum?

A) Yes

Q) Do we have a footprint that we are to go by and not beyond?

A) Just the slide. Anything that is unstable.

Q) Are the flats where the sludge cells are located big enough?

A) We will have to grade. It's isn't flat now, more like a bench.

Q) There's a logging road coming into drying cells. Will that be addressed in the addendum?

A) It won't be in the addendum, but will be addressed while under construction and in our re-grade work. We'll direct flow away from our drying cells.

Q) Is there a rock quarry here?

A) No

Q) Does that mean we can't open one?

A) As long as you reclaim (what you disturb), we have no problem with getting rock where you can.

Q) How big of an area do we have?

A) As far as you see with the back stacks and within our boundaries.

Q) Can we go anywhere?

A) Anywhere within the limits of the back stacks.

Q) What kind of ditch is behind slip #3?

A) Rip-rap.

Q) Are we responsible for anything above slide #3?

A) As far as slides, no. Only pick up seeps.

Q) Can we get to this slip (#3) from the other one (#2)?

A) Yes

Q) What keeps this water (roadway) from going into repaired slip?

A) Ditch and roadway will be sloped back to the ditch.

Q) How far do we grade?

A) Just the slip area.

Q) What road width do we need for access?

A) Ten (10') feet.

Q) Are there any areas above us that we will need to keep off of ditch, anything too wet?

A) Not that we are aware of.

EAGLE EXCAVATION, INC.
P.O. BOX 218
KENNA, WV 25248

BUYER CB-23	PAGE 7	REQ. OR PO NO. DEP13005
----------------	-----------	----------------------------

SPENDING UNIT
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL
PROTECTION/ OFFICE OF SPECIAL RECLAMATION

WV-36 STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
REVISED BID SCHEDULE				
PERMIT NAME: <u>BENHAM GROUP</u>				
PERMIT NUMBER(S): <u>120-79</u>				
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.				
1.0	LUMP SUM	MOBILIZATION/DEMobilIZATION/PROJECT SIGN (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>3,000</u>
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>500</u>
3.0	LUMP SUM	<u>ACCESS ROAD MAINTENANCE</u>	LUMP SUM	\$ <u>500</u>
4.0	LUMP SUM	REGRAIDING AND TOPSOILING	LUMP SUM	\$ <u>2,000</u>
5.0		REVEGETATION		
5.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ <u>900</u>
5.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ <u>3,750</u>
5.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ <u>3,200</u>
5.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ <u>5,400</u>
6.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u>	LUMP SUM	\$ <u>1,200</u>
<u>WATER QUALITY ABATEMENT</u>				
<u>WATER TREATMENT PONDS</u>				
7.0				
7.1	LUMP SUM	POND NUMBER ONE (#1)	LUMP SUM	\$ <u>19,500</u>
7.2	LUMP SUM	POND NUMBER TWO (#2)	LUMP SUM	\$ <u>17,000</u>
7.3	LUMP SUM	POND NUMBER THREE (#3)	LUMP SUM	\$ <u>17,000</u>
7.4	LUMP SUM	POND NUMBER FOUR (#4)	LUMP SUM	\$ <u>17,500</u>
7.5	LUMP SUM	POND NUMBER FIVE (#5) (POLISHING POND)	LUMP SUM	\$ <u>17,000</u>
7.6	LUMP SUM	<u>RAW WATER POND</u>	LUMP SUM	\$ <u>20,000</u>
7.7	LUMP SUM	<u>ALKALINITY CELL NUMBER ONE (#1)</u>	LUMP SUM	\$ <u>25,000</u>
7.8	LUMP SUM	<u>ALKALINITY CELL NUMBER TWO (#2), LIMESTONE CHECK DAM</u>	LUMP SUM	\$ <u>15,000</u>

EAGLE EXCAVATION, INC.
 P.O. BOX 218
 KENNA, WV 25248

BUYER CB-23	PAGE 8	REQ. OR PO NO. DEP13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
7.9	LUMP SUM	ALKALINITY CELL NUMBER THREE (#3), LIMESTONE CHECK DAM	LUMP SUM	\$ 35,000
7.10	LUMP SUM	SUMP	LUMP SUM	\$ 3,500
8.0	2000 LF	HAYBALE DIKE (MAX. BID \$5.00 PER LF)	\$ 4 ⁰⁰ LF	\$ 8,000
9.0	LUMP SUM	GROUTED RIP-RAP CHANNEL NUMBER FOUR-A (#4A)	LUMP SUM	\$ 35,000
10.0	LUMP SUM	STRUCTURE AND DEBRIS REMOVAL	LUMP SUM	\$ 1,000
11.0	LUMP SUM	CLEAN DEEP MINE SEAL PIPES (wet type-acid producing seams)	LUMP SUM	\$ 3,000
12.0		OPEN LIMESTONE CHANNELS/V-DITCHES		
12.1	LUMP SUM	V-DITCH #5/ACCESS ROAD #4	LUMP SUM	\$ 38,000
12.2	LUMP SUM	V-DITCH #3/ACCESS ROAD #2	LUMP SUM	\$ 35,000
12.3	LUMP SUM	V-DITCH #4/ACCESS ROAD #3	LUMP SUM	\$ 33,000
12.4	LUMP SUM	CHANNEL #1	LUMP SUM	\$ 50,000
12.5	LUMP SUM	V-DITCH #1	LUMP SUM	\$ 29,000
12.6	LUMP SUM	V-DITCH #2	LUMP SUM	\$ 4,000
13.0	LUMP SUM	WATER TREATMENT UNIT	LUMP SUM	\$ 120,000
14.0	LUMP SUM	FINGER DRAIN COLLECTION SYSTEMS (TWO)	LUMP SUM	\$ 10,000
15.0		TREATMENT SITE ROADWAYS		
15.1	LUMP SUM	POND CLEAN-OUT ACCESS ROAD NUMBER ONE (#1)	LUMP SUM	\$ 3,000
15.2	LUMP SUM	POND CLEAN-OUT ACCESS ROAD NUMBER TWO (#2)	LUMP SUM	\$ 5,000
15.3	LUMP SUM	DRYING CELL ACCESS ROAD	LUMP SUM	\$ 9,000
16.0		DRYING CELLS		
16.1	LUMP SUM	DRYING CELL NUMBER ONE (#1)	LUMP SUM	\$ 20,000
16.2	LUMP SUM	DRYING CELL NUMBER TWO (#2)	LUMP SUM	\$ 20,000
16.3	LUMP SUM	DRYING CELL NUMBER THREE (#3)	LUMP SUM	\$ 20,000

EAGLE EXCAVATION, INC.
 P.O. BOX 218
 KENNA, WV 25248

BUYER CB-23	PAGE 9	REQ. OR PO NO. DEP13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/ OFFICE OF SPECIAL RECLAMATION		

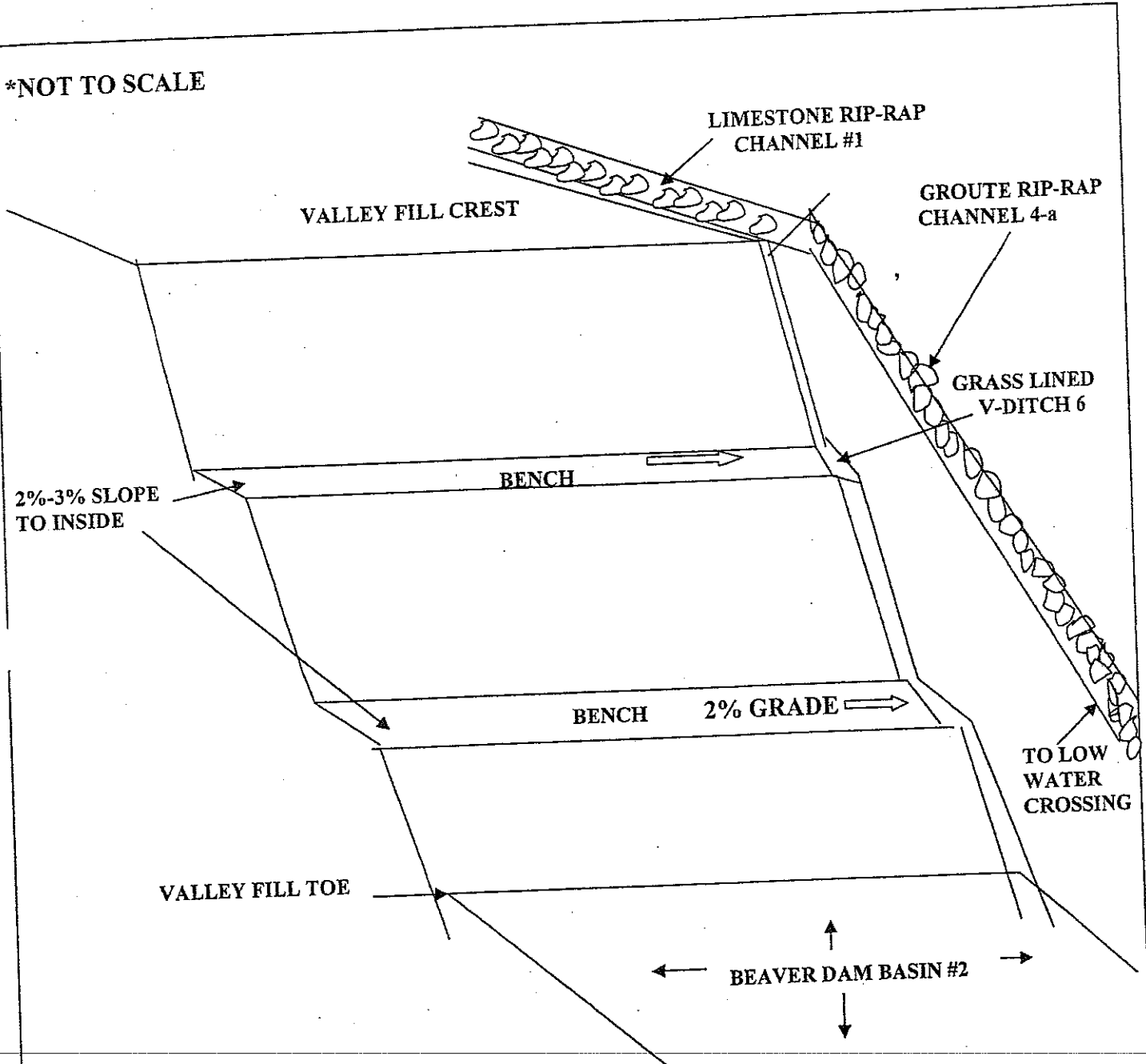
WV-36 STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
17.0		<u>HDPE DR17 PIPE</u>		
17.1	LUMP SUM	<u>SEVEN HUNDRED LINEAR FEET (700') SIX INCH (6") HDPE DR17 CONVEYANCE LINE FROM SLUDGE CELL NUMBER THREE TO LIMESTONE RIP-RAP CHANNEL NUMBER ONE (#1), STAINLESS STEEL KNIFE VALVE/BOX</u>	LUMP SUM	\$ <u>10,000</u>
17.2	LUMP SUM	<u>TWO HUNDRED LINEAR FEET (200') SIX INCH (6") HDPE DR17 SLUDGE CONVEYANCE LINE, TWO (2) HDPE DR17 SLUDGE PUMP PORTS. CAPS</u>	LUMP SUM	\$ <u>5,000</u>
17.3	LUMP SUM	<u>SEVENTY FIVE LINEAR FEET (75') SIX INCH (6") HDPE DR17 CONVEYANCE LINE FROM HEADWALL IN V-DITCH NUMBER TWO (#2 TO POND NUMBER ONE (#1), STAINLESS STEEL KNIFE VALVE/BOX</u>	LUMP SUM	\$ <u>4,000</u>
17.4	LUMP SUM	<u>ONE HUNDRED FIFTY LINEAR FEET (150') SIX INCH (6") HDPE DR17 CONVEYANCE LINE FROM HEADWALL IN V-DITCH NUMBER TWO (#2) TO POND NUMBER TWO (#2), 6" STAINLESS STEEL KNIFE VALVE/BOX</u>	LUMP SUM	\$ <u>5,000</u>
18.0		<u>FENCING</u>		
18.1	2000 LF	<u>FENCE</u>	<u>5⁰⁰</u> PER LF	\$ <u>10,000</u>
18.2	4	<u>GATES</u>	<u>150⁰⁰</u> PER EACH	\$ <u>600</u>
		<u>LAND RESTORATION</u>		
19.0		<u>BACKFILLING/REGRAIDING</u>		
19.1	LUMP SUM	<u>RESTRUCTURE VALLEY FILL FACE</u>	LUMP SUM	\$ <u>100,000</u>
19.2	LUMP SUM	<u>SLIP NUMBER ONE (#1) REPAIR</u>	LUMP SUM	\$ <u>120,438</u>
19.3	LUMP SUM	<u>SLIP NUMBER TWO(#2) REPAIR</u>	LUMP SUM	\$ <u>324,466</u>
19.4	LUMP SUM	<u>SLIP NUMBER THREE (#3) REPAIR</u>	LUMP SUM	\$ <u>137,489</u>
		<u>TOTAL</u>		\$ <u>1,366,943</u>

WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

BUYER CB-23	PAGE 43	REQ. OR PO NO DEP.13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

*NOT TO SCALE

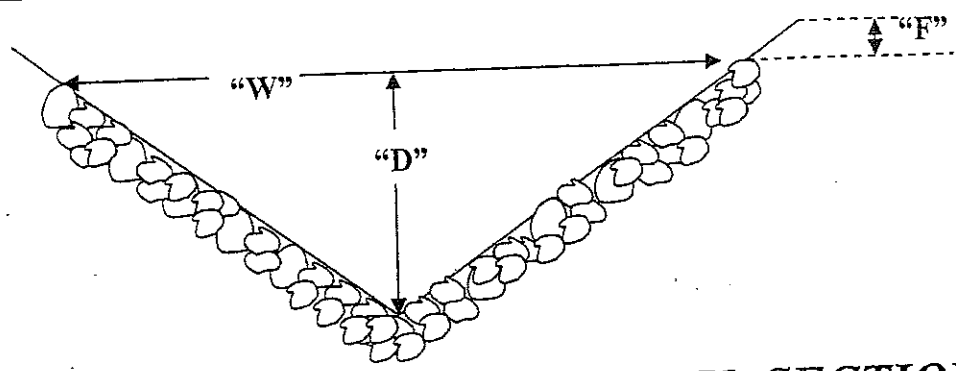


BENHAM GROUP
120-79

OFFICE OF SPECIAL RECLAMATION	
VALLEY FILL FACE REPAIR	
SCALE:	DRAWN BY:
DATE:	PROJECT NO.:

BUYER CB-23	PAGE 45	REQ. OR PO NO DEP. 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:



TYPICAL V-DITCH

X-SECTION

DITCH #	WIDTH "W"	DEPTH "D"	LENGTH	LINING
#1	8'	2'	1,150'	limestone
#2	8'	2'	100'	limestone
#3	4'	1'	975'	limestone
#4	4'	1'	900'	limestone
#5	4'	1'	1,110'	limestone
#6	4'	1'	200'	grass

***NOTE:** Freeboard (F) will be ONE FOOT (1') above rock

Slopes will be 2'H/1'V.

Ditches #1 will be standard limestone rip-rap.

Ditch #2 will be 3" to 5" diameter limestone rip-rap.

Ditches #3, #4 and #5 will be 3" to 8" diameter limestone rip-rap.

BENHAM GROUP

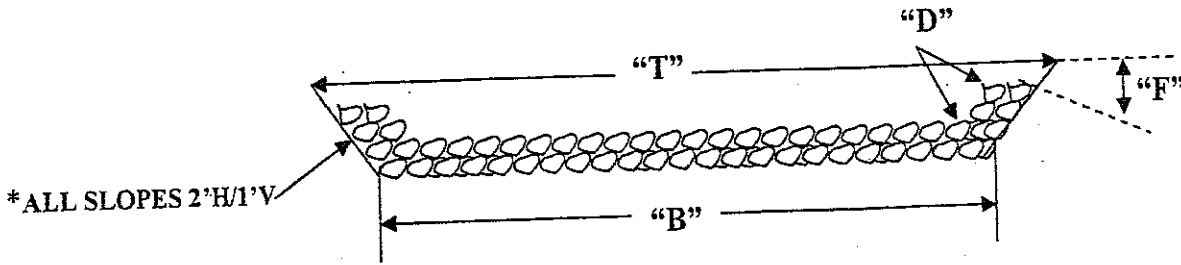
120-79

OFFICE OF SPECIAL RECLAMATION	
V-DITCHES	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

WV-36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	PAGE 48	REQ. OR PO NO DEP.13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

BENHAM GROUP 120-79



GROUTED SPILLWAY/CHANNEL	DEPTH "D" (ft)	TOP WIDTH "T" (ft)	BOTTOM WIDTH "B" (ft)	FREEBOARD "F" (ft)	LINING
SPILLWAY POND #1 25'	1	8	4	1	GROUTED SANDSTONE
SPILLWAY POND #2 25'	1	8	4	1	GROUTED SANDSTONE
SPILLWAY POND #3 25'	1	8	4	1	GROUTED SANDSTONE
SPILLWAY POND #4 25'	1	8	4	1	GROUTED SANDSTONE
SPILLWAY POND #5 25'	1	8	4	1	GROUTED SANDSTONE
DC SPILLWAY #1 25'	1	8	4	1	GROUTED SANDSTONE
DC SPILLWAY #2 25'	1	8	4	1	GROUTED SANDSTONE
CHANNEL #4a (250')	1	8	4	1	GROUTED LIMESTONE

*DC is Drying Cell

*GROUT MUST FILL ALL VOIDS IN RIP-RAP AND SLOPED TO AVOID POOLING ON SURFACE

*GROUTED RIP-RAP WILL BE 18" THICK IN ALL SPILLWAYS AND CHANNEL

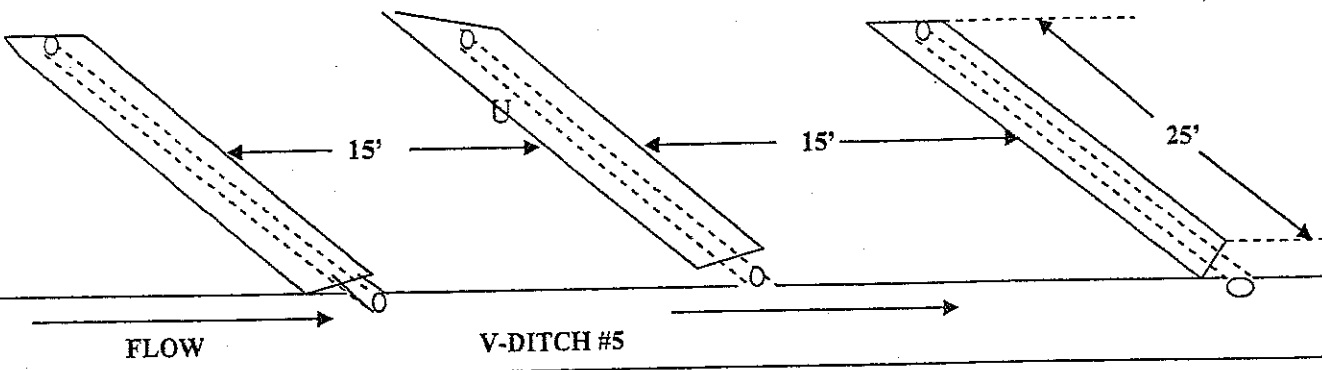
OFFICE OF SPECIAL RECLAMATION	
GROUTED RIP-RAP CHANNEL/SPILLWAYS	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

BUYER CB-23	PAGE 49	REQ. OR PO NO DEP.13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

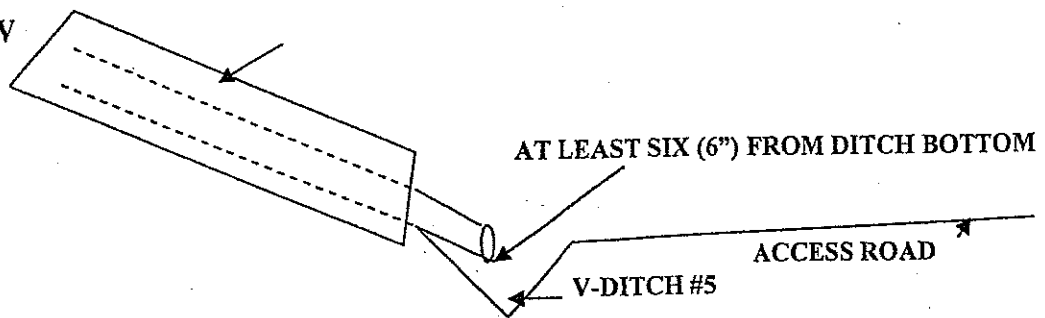
WV-36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

8" PERFORATED SCHEDULE 40 PVC PIPE
 IN 2'x2' FINGER DRAINS AT 45% ANGLE
 ANIMAL GUARDS WILL BE INSTALLED
 AT DISCHARGE END.

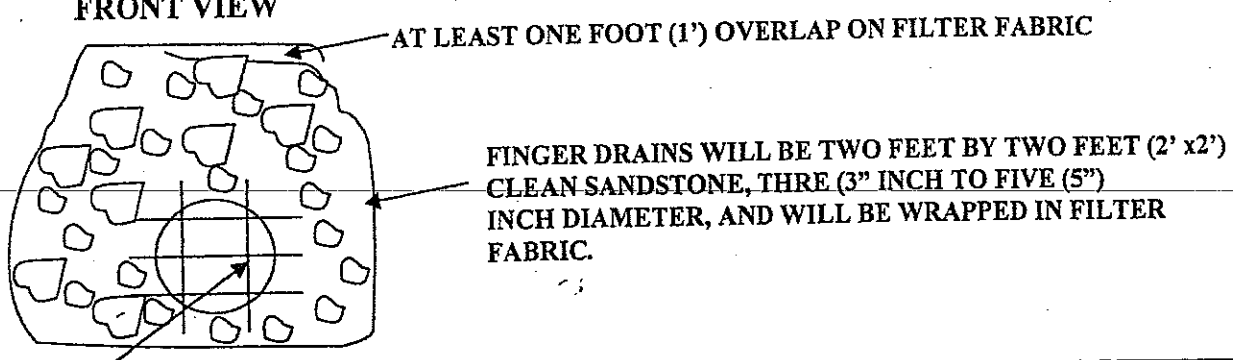
TOP VIEW



SIDE VIEW



FRONT VIEW



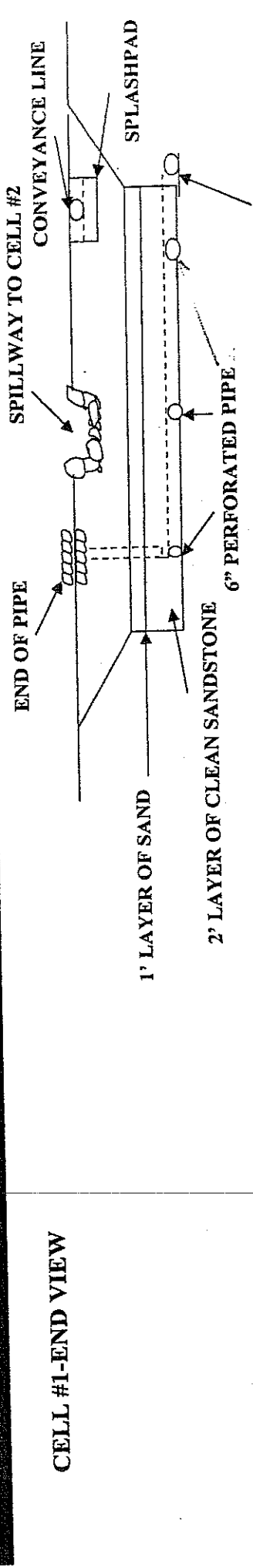
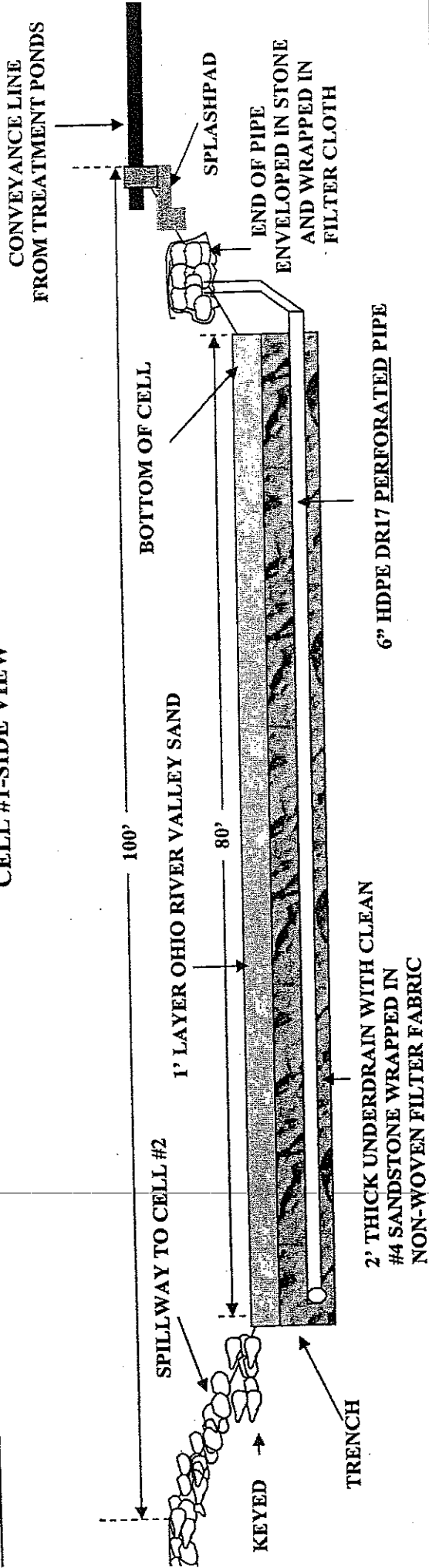
ANIMAL GUARD CONSTRUCTED OF
 NON-CORROSIVE MATERIAL

OFFICE OF SPECIAL RECLAMATION	
FINGER DRAIN TYPICAL	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

WV-36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	PAGE 53	REQ. OR. PO NO DEP.13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

CELL #1-SIDE VIEW



CELL #1-END VIEW

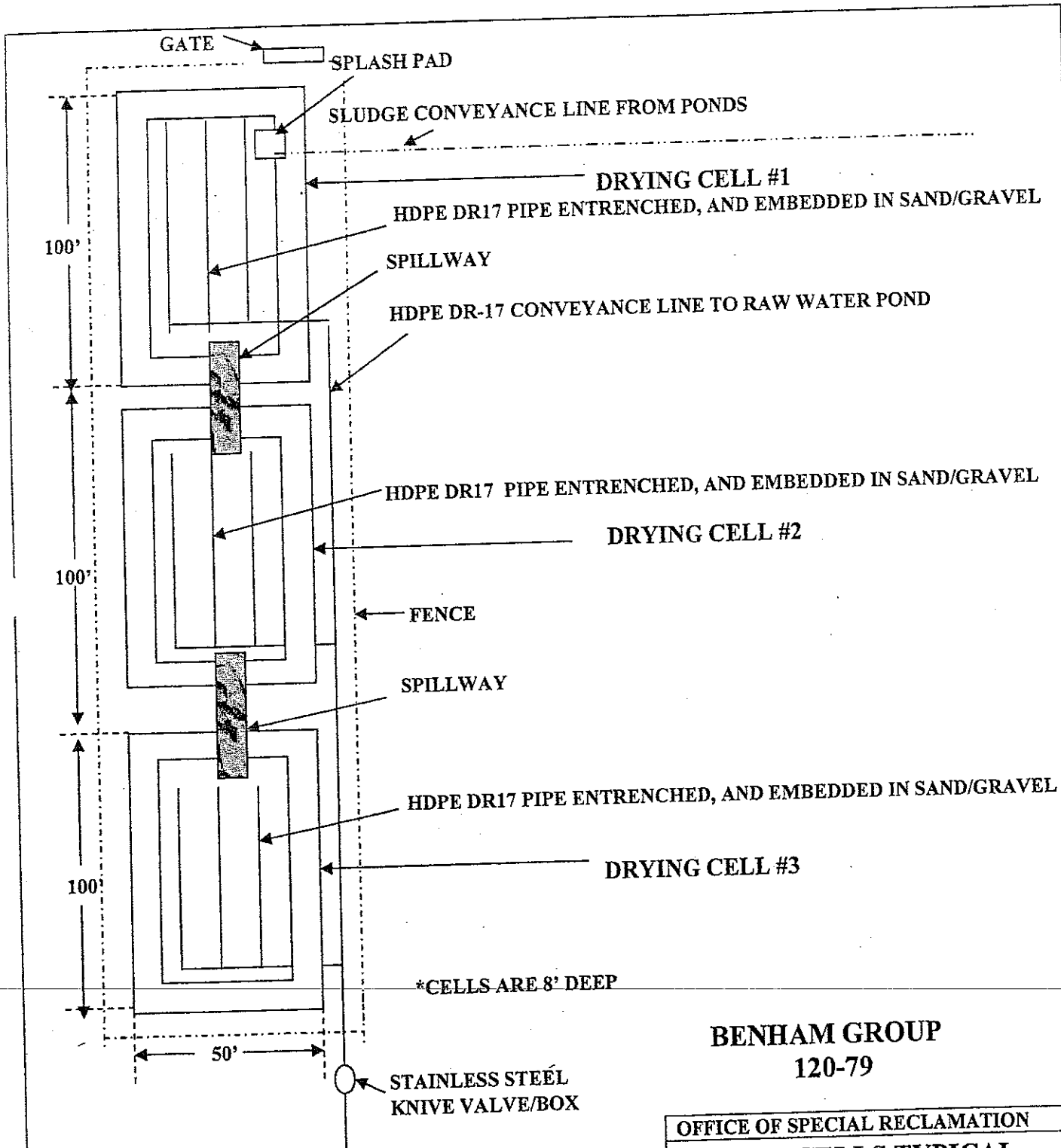
NOT TO SCALE

OFFICE OF SPECIAL RECLAMATION	
SLUDGE CELL #1 X-SECTION	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

BENHAM GROUP
 120-79

WV-36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	PAGE 54	REQ. OR PO NO DEP 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

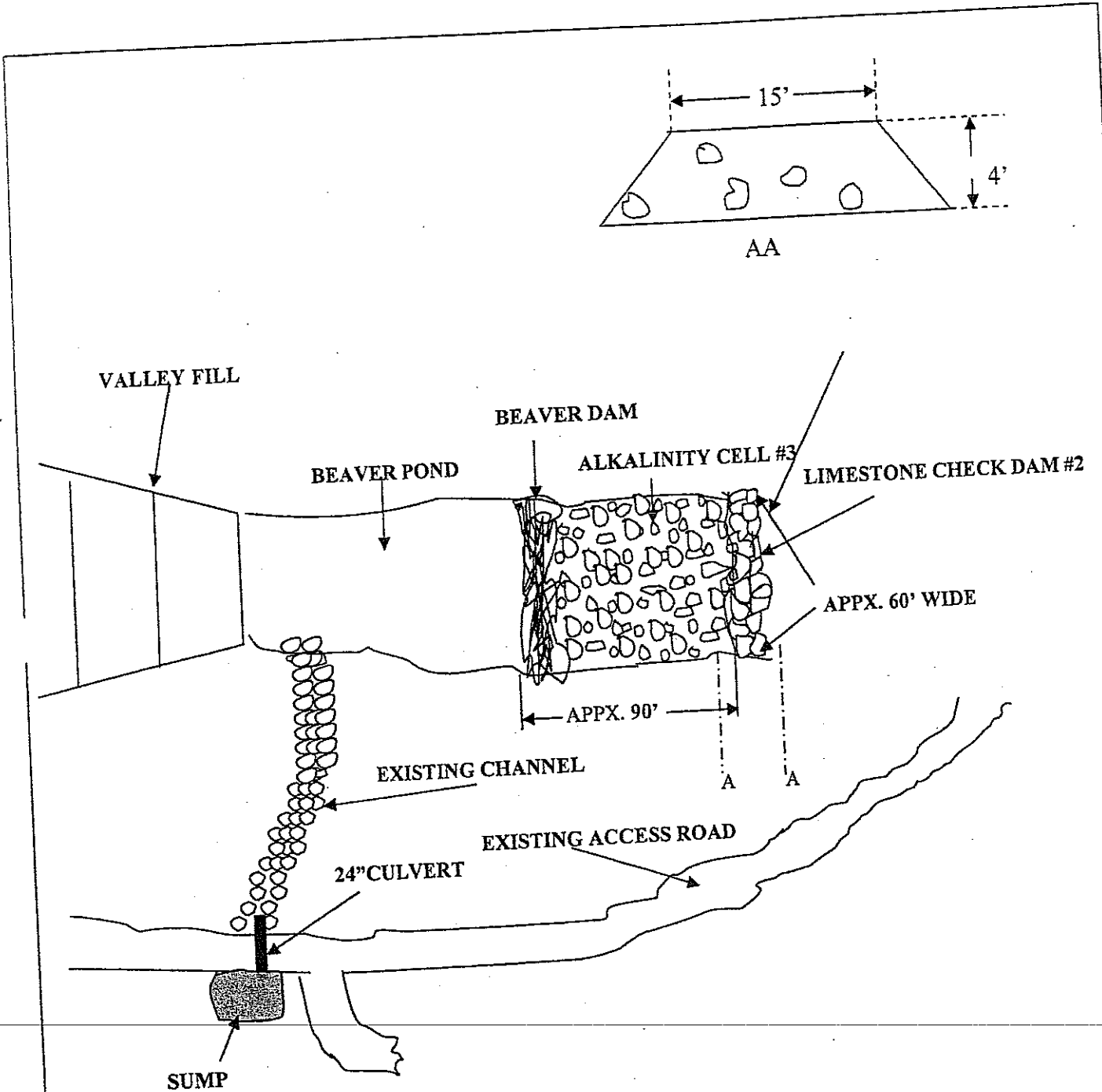


BENHAM GROUP
 120-79

OFFICE OF SPECIAL RECLAMATION	
DRYING CELLS TYPICAL	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

WV-36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	PAGE 55	REQ. OR PO NO DEP.13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		



BENHAM GROUP 120-79

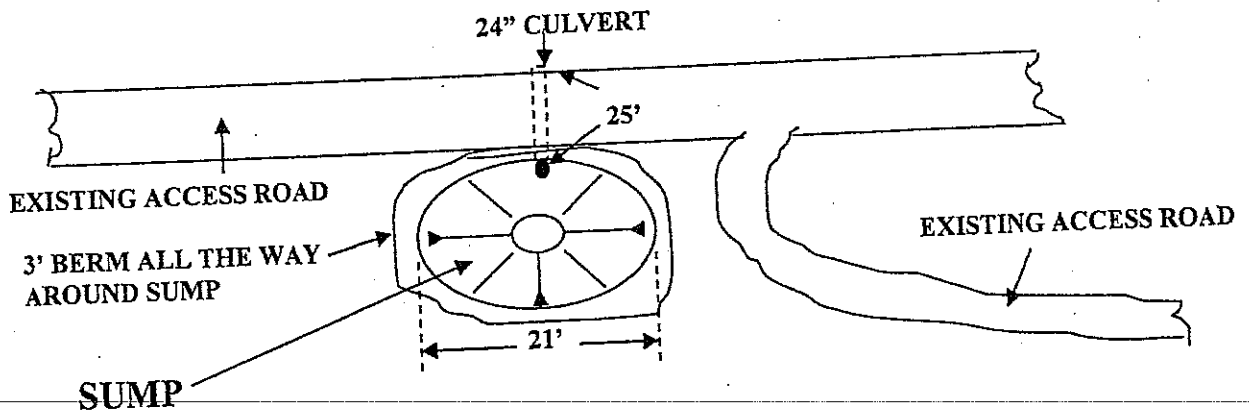
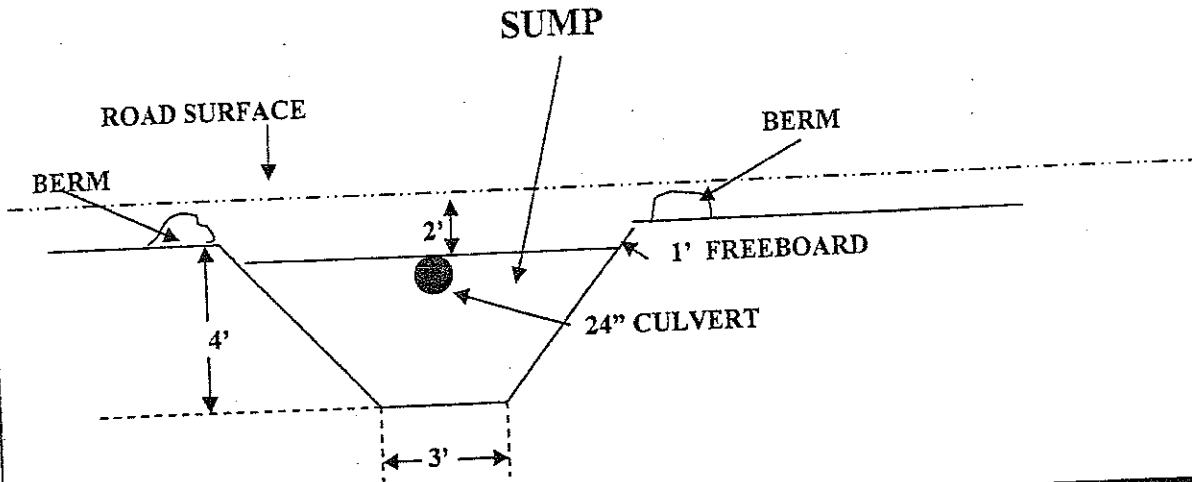
OFFICE OF SPECIAL RECLAMATION SUMP/CULVERT/ALKALINITY CELL #3	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

BUYER CB-23	PAGE 56	REQ. OR PO NO DEP.13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

SIDE VIEW

*NOT TO SCALE



BENHAM GROUP 120-79

OFFICE OF SPECIAL RECLAMATION	
SUMP AND 24" CULVERT	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

BUYER CB-23	PAGE 159	REQ. OR PO NO DEP. 13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

BENHAM GROUP 120-79

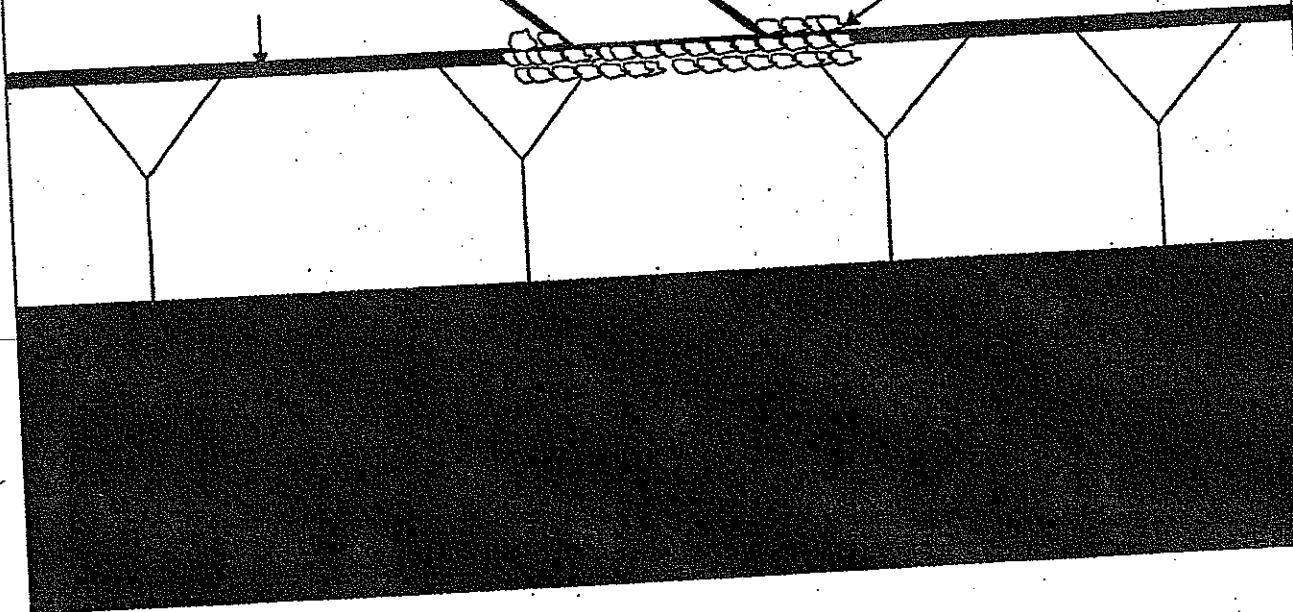
SLUDGE PUMP HOOK UP LINE

WITH STAINLESS STEEL CAM-LOCK CONNECTION

6" HDPE DR 17 PIPE

BEDDED IN LIMESTONE GRAVEL

8-10"



OFFICE OF SPECIAL RECLAMATION

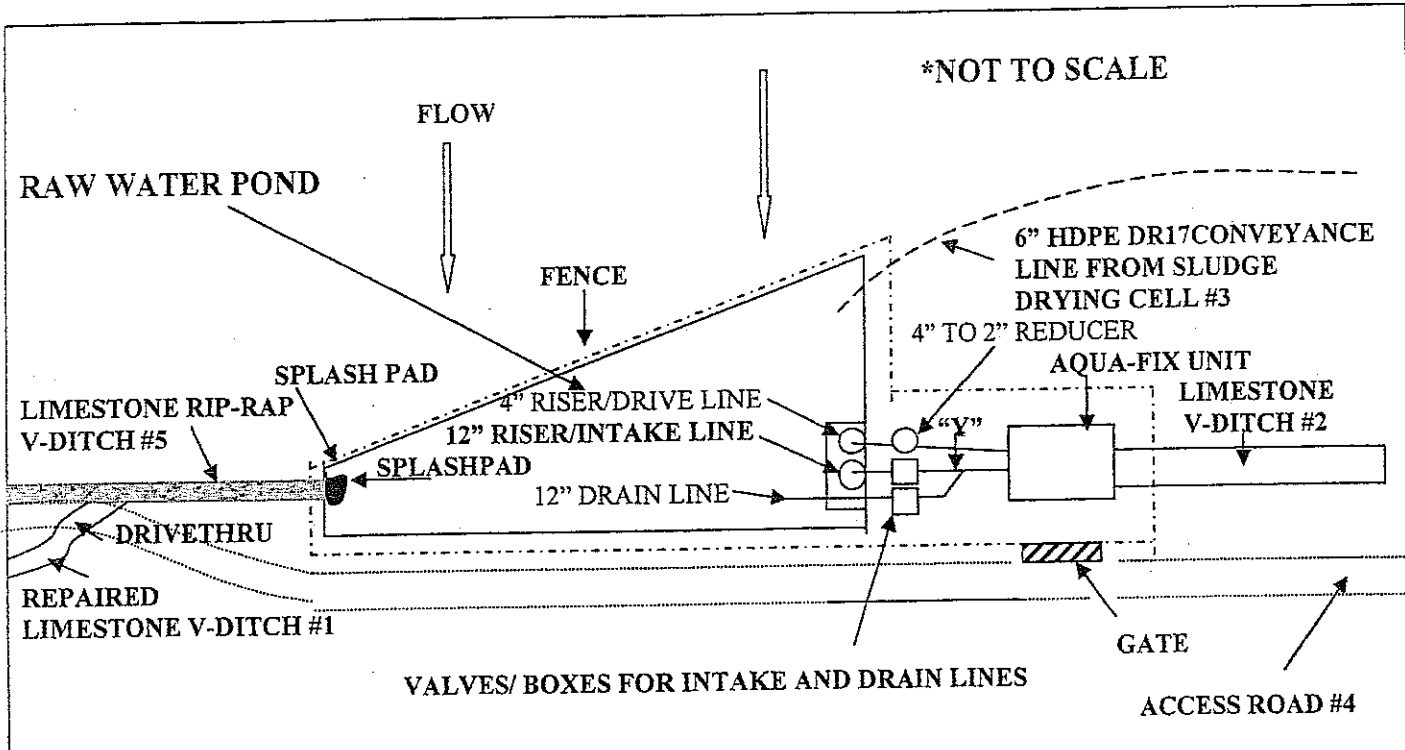
SLUDGE PUMP LINE ATTACHMENT

SCALE:
NOT TO SCALE

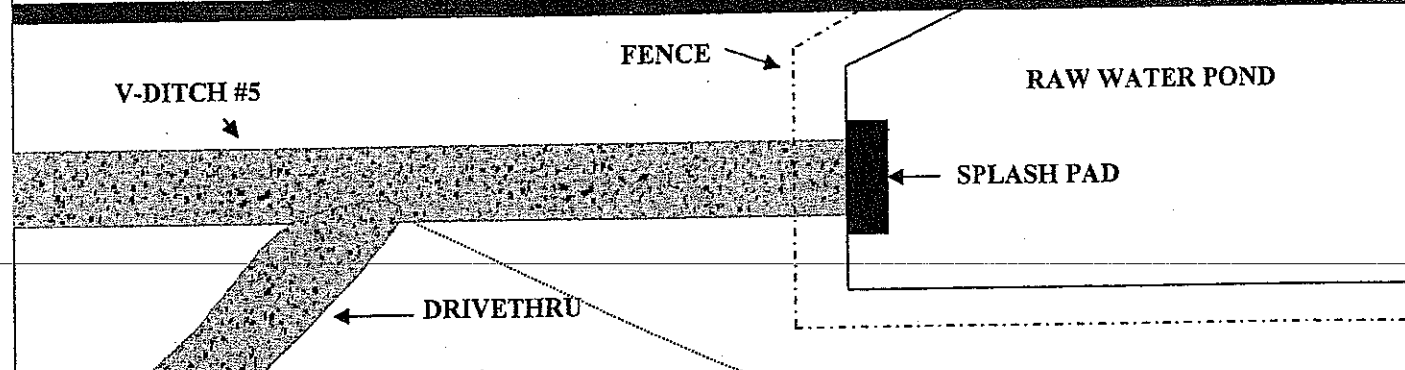
DRAWN BY:

WV-36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	PAGE 78	REQ. OR PO NO DEP.13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		



*The size and shape of the raw water pond will be built according to the space available. The approximate size will be TWENTY FEET (20') ON THE OUTLET END, THIRTY FEET (30') ON THE TWO SIDES, AND TEN FEET (10') ON THE INTAKE END.

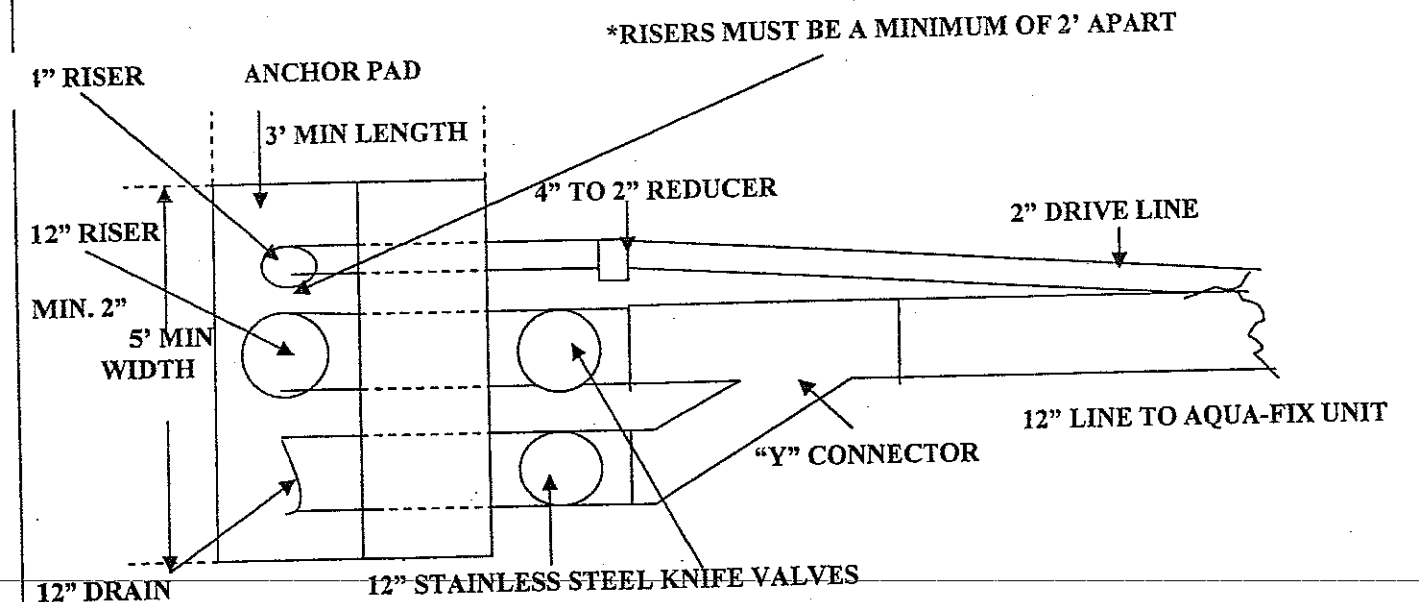
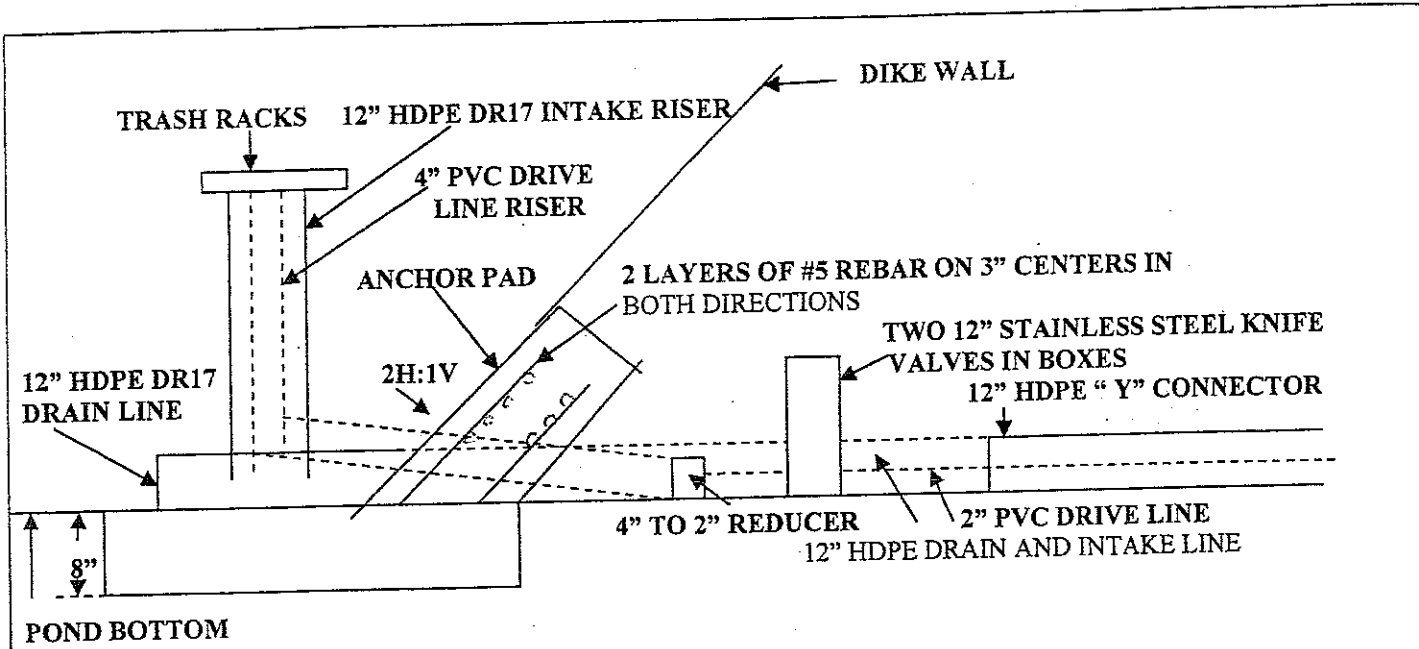


BENHAM GROUP

OFFICE OF SPECIAL RECLAMATION	
RAW WATER POND TYPICAL	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

WV-36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER CB-23	PAGE 79	REQ. OR PO NO DEP.13005
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		



*CONCRETE USED IN THE ANCHOR PAD SHALL BE CLASS B CONCRETE TO MEET APPLICABLE PROVISIONS OF SECTION 601 OF THE WVDOH STANDARD SPECIFICATIONS.

BENHAM GROUP
 120-79

OFFICE OF SPECIAL RECLAMATION RAW WATER POND STAND PIPE ANCHOR PAD TYPICAL	
SCALE:	DRAWN BY:
DATE:	PROJECT NO:

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and is in compliance with the requirements as stated.

Vendor's Name: EAGLE EXCAVATION INC.

Authorized Signature: Meiko S. Freshour Date: 10-8-08

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Eagle Excavation, Inc.
_____ of Kenna _____, WV _____, as Principal, and Ohio Farmers Insurance Company
_____ of Westfield Center _____, OH _____, a corporation organized and existing under the laws of the State of _____
OH _____ with its principal office in the City of Westfield Center _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of Five Percent of Amount Bid (\$ _____ 5% _____) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
RFQ Number DEP13005 Restoration of Land - According to Plans and Specifications

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Oblige may accept such bid, and said Surety does hereby
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this

1st day of October _____, 2008 _____

Principal Corporate Seal

Eagle Excavation, Inc.

(Name of Principal)

By Meike S Freshour

(Must be President or
Vice President)

Meike Freshour President
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company

(Name of Surety)

By: Gregory T. Gordon

Gregory T. Gordon, WV Resident Agent, Attorney-in-Fact

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint LARRY D. KERR, GREGORY T. GORDON, STEPHEN B. STODDEN, PATRICIA A. MOYE, ALLAN L. MC VEY, KIMBERLY J. WILKINSON, JOINTLY OR SEVERALLY

of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 25th day of JUNE A.D., 2008 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Signature of Richard L. Kinnaird, Jr.

By: Richard L. Kinnaird, Jr., Senior Executive

State of Ohio County of Medina ss.:

On this 25th day of JUNE A.D., 2008 , before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



Signature of William J. Kahelin, Attorney at Law, Notary Public

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 11th day of October A.D., 2008 .



Signature of Frank A. Carrino, Secretary